



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

October 9, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: SUNSHINE CANYON LANDFILL
SECURED INDEMNIFICATION AGREEMENT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Secured Indemnification Agreement between the County of Los Angeles and Browning-Ferris Industries for the Sunshine Canyon Landfill and direct the Chairman to execute the agreement.
2. Delegate authority to the Director of Public Works or his designee to accept annual renewal of the letter of credit or other security as he or she determines is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 6, 2007, your Board approved the Replacement Conditional Use Permit No. 00-194-(5) (RCUP) for Sunshine Canyon Landfill within the unincorporated area of the County. Part V of the RCUP requires execution of a Secured Indemnification Agreement (attached).

The Agreement will indemnify the County for any damages to public property that may result from Browning-Ferris Industries' (BFI) operation of the Landfill and for any expenses that may be incurred by the County in performing any on- and off-site remedial work necessitated by BFI's failure to safely operate or maintain the Landfill at a

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level acceptable to the Director of Public Works or the Department of Public Health's Solid Waste Management Program, acting as the State's Local Enforcement Agency, or for BFI's failure to perform remedial work in a timely manner.

Implementation of Strategic Plan Goals

The recommended action is consistent with the Countywide Strategic Plan Fiscal Responsibility (Goal 4). The Agreement stipulates that BFI will provide a letter of credit or other security in the amount of \$10 million in the event that BFI fails to operate or maintain the landfill at a level acceptable to the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. BFI has submitted an acceptable letter of credit in the amount of \$10 million as security in the event that BFI fails to reimburse the County for Covered Expenses or Covered Claims set forth in the Agreement. The Agreement further authorizes the County to draw the full amount of the security and place the drawn amount in a trust fund if BFI fails to replace or renew the letter of credit at least forty-five (45) days before expiration or termination of the Agreement. These funds would be reflected as revenue and appropriations in the Solid Waste Management Fund if budgetary authority is subsequently required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is being executed pursuant to Part V of the Board adopted RCUP.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this agreement will have no impact on current services or projects.

The Honorable Board of Supervisors
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CONCLUSION

Please return one adopted copy of this letter and two signed copies of the agreement to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
FMR:cw

Attachment

c: County Counsel
Department of Public Health (Solid Waste Management Program)
Department of Regional Planning (Current Planning)

SECURED INDEMNIFICATION AGREEMENT

THIS SECURED INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of ____, 2007, by and between the County of Los Angeles, a subdivision of the State of California (the "**County**"), and Browning-Ferris Industries of California, Inc., a California corporation ("**BFI**") (hereinafter together referred to as "**Party**" or "**Parties**").

R E C I T A L S

This **Agreement** is made with reference to the following facts:

A. **BFI** owns approximately 1,036 acres of land located adjacent to and southwest of the interchange of the I-5 (Golden State) and Route 14 (Antelope Valley) Freeways in an area known as Sunshine Canyon. The land is divided between the City of Los Angeles, about 494 acres in area, and unincorporated territory of the County of Los Angeles, about 542 acres in area. BFI is the owner of a Class III nonhazardous solid waste landfill currently in operation on BFI's property within the City of Los Angeles (the "**City Landfill**").

B. **BFI** applied for a conditional use permit and related land use entitlements to extend the landfilling into the unincorporated territory of the County of Los Angeles. The County Landfill extension area encompasses approximately 542 acres, including a 215-acre landfill footprint (the "**Project**"), and is expected to provide for an average daily solid waste disposal intake of approximately 6,000 tons of refuse (the "**County Landfill**"). A legal description of the County Landfill is attached hereto as **Exhibit "A."**

C. On November 30, 1993, the Los Angeles County Board of Supervisors (the "**Board**") among other measures, certified the Sunshine Canyon Landfill Extension Final Environmental Impact Report, State Clearinghouse No. 89071210 for the **Project** ("**FEIR**"), approved and adopted Compound Plan Amendment 90-2- (5) and Sub-Plan Amendment 86-312-(5) for the **Project**; and approved and issued Conditional Use Permit and Oak Tree Permit 86-312-(5) for the **Project** (the "**CUP**").

D. On February 6, 2007, the Board certified the Sunshine Canyon Landfill Final Environmental Impact Report, Supplemental Environmental Impact Report, and Addendum prepared for the **Project**; and adopted findings and conditions approving replacement Conditional Use Permit Case No. 00-194-(5) (the "**RCUP**") to authorize the continued operation of the Sunshine Canyon Landfill, a Class III non-hazardous solid waste landfill facility, and modifications to previously approved Conditional Use Permit Case No. 86-312, and related documents (collectively, the "**Project Approvals**").

E. As part of the **Project Approvals**, Part V of the document titled **IMPLEMENTATION AND MONITORING PROGRAM PROJECT NUMBER 00-194-(5) SUNSHINE CANYON LANDFILL EXPANSION Attachment to the Conditions of Grant for Conditional Use Permit Number 00-194-(5)**, an attachment to the Conditions of Grant for the RCUP (the "**Monitoring Program**") requires that prior to the effective date of the RCUP BFI enter into an agreement with the County ("Indemnification Agreement") providing for indemnification of the County for certain damages and reimbursement of the County for certain expenses; and to secure performance of the Indemnification Agreement in the manner set forth herein. This **Agreement** is intended to satisfy BFI's requirements under Part V of the Monitoring Program, a true and correct copy of which **Monitoring Program** is attached hereto as **Exhibit "B."**

NOW, THEREFORE, the Parties agree as follows:

1. Indemnification Obligation.

BFI shall reimburse the expenses of the **County** and each of its supervisors, officials, employees, representatives, agents, attorneys, successors (each an "**Indemnatee**") and shall indemnify, defend, save and hold harmless each **Indemnatee**, from and against any and all claims, actions, suits, causes of actions (whether legal, equitable, or administrative), liabilities, losses, costs, demands, damages, attorneys fees, and other expenses, attributable or in relation to: (a) any damage to public property which may result from BFI's negligent operation of the **County Landfill**; and (b) any expenses which may be incurred by the **County** in its performance of any on-site or off-site remedial work resulting from BFI's failure to operate or maintain the **County Landfill** or any of its systems at a level acceptable to the County's Director of Public Works ("**Director**") or the County's Department of Public Health acting as the County's Local Enforcement Agency ("**LEA**") (including, without limitation, work related to the Environmental Protection and Control Systems (as defined in RCUP), litter and dust control, noise control, vector control, or maintenance of slopes and drainage structures) at a level that meets the requirements of the Monitoring Program and applicable laws and regulations (collectively, hereinafter, "**Covered Expenses**" or "**Covered Claim**").

2. Indemnification Security.

2.1 As security, BFI shall deliver and tender to the **County** a letter of credit (the "**Letter of Credit**"), or other security acceptable to the **County** (with the Letter of Credit or such other security referred to as the "**Security**") in the form acceptable to the County, in the amount of Ten Million Dollars (\$10,000,000) to secure BFI's obligations under this **Agreement**, including, without limitation, BFI's performance of its obligations set forth in Section 1 above. A copy of the initial **Security** is attached hereto as **Exhibit "C"**.

2.2 If the **Security** provides for a term for its expiration or termination, the **Security** shall be automatically renewed, extended or replaced at least 90 days prior to said expiration or termination, unless **BFI** first obtains prior written approval of the expiration or termination of the **Security** from the County's governing board, the Los Angeles County Board of Supervisors, or its authorized designee. Notwithstanding the foregoing, if the issuer of the **Security** elects not to renew the **Security** or elects to terminate the **Security** for any reason, the issuer of the **Security** and **BFI** shall give notice to **County** of such expiration or termination at least 90 days prior to such expiration or termination date.

2.3 If **BFI** fails to renew, extend or replace the **Security** at least forty-five (45) days before such expiration or termination date, independent of the provisions of Section 3.3 below, the **County** shall have the right, at its sole and absolute discretion, to draw the full amount of said **Security** and the **County** shall place the drawn amount in a trust fund within the County's Treasury or similar entity to secure **BFI**'s performance under this Agreement. If **BFI** thereafter posts qualifying replacement **Security**, the **County** shall return the amount of the **Security** remaining in the trust fund to **BFI**. In addition, the **County** shall have the right to draw from the **Security** to pay for any and all of the **County's** costs incurred in enforcing this **Agreement** or collecting or administering, any amounts of the **Security**.

3. Security Claims and Opportunity to Cure.

3.1 Except in connection with the expiration or termination of the **Security**, should any act or omission lead to a demand or **Covered Claim** against **BFI** pursuant to Section 1 above, the **County** shall give **BFI** written notice of the demand or **Covered Claim** and the remediation desired by the County. **BFI** shall remedy the demand or **Covered Claim** within thirty (30) calendar days from the date that the **County** provides **BFI** such notice, unless the **County** determines that sooner remediation is necessary to protect public health, safety, or the environment and notifies **BFI** of the same in the **County's** written notice.

3.2 **BFI** shall pay the **County** the full amount of any **Covered Expense** within thirty (30) calendar days from the date that **County** may provide any notice of the demand or **Covered Expense**

3.3 Notwithstanding the foregoing or any other provision in this **Agreement**, failure by the **County** to provide written notice to **BFI** of a **Covered Claim** or **Covered Expense** shall not constitute waiver by the **County** of any of the **County's** rights or remedies under this **Agreement**, in law or in equity,.

3.4 If **BFI** fails to cure as described under Section 3.1 or to reimburse as described under Section 3.2, the **County** shall have the right to draw upon the **Security** for the full amount of the demand, **Covered Claim** and/or **Covered Expenses**.

4. Termination of this Agreement and the Security.

This Agreement shall terminate and the **Security** shall be released, and if applicable returned to **BFI** or the appropriate party, free and clear of all claims under this **Agreement**, upon the occurrence of all of the following events: (a) closure and Post-Closure Maintenance of the **County Landfill** is completed as required by law and to the satisfaction of federal, state and local agencies with applicable jurisdiction, including, without limitation, the California Integrated Waste Management Board, the California Regional Water Quality Control Board, the California Department of Toxic Substances Control Board, and the **LEA**; (b) **BFI** provides written notice to the Director of such satisfactory completion of closure and Post-Closure Maintenance; (c) any required remediation and foreseeable corrective action constituting a **Covered Claim** has been resolved; (d) **BFI** has paid the **County** for all **Covered Expenses**; and (e) the Director determines that the **County Landfill** constitutes no threat to public health, safety, or to the environment.

5. Miscellaneous.

5.1 Successors and Assigns. This **Agreement** shall (a) be binding upon **BFI** and its successors and assigns and (b) inure to the benefit of and be enforceable by the **County** and its successors and assigns. **BFI** shall be released from all further responsibility or liability under this **Agreement** upon any transfer of the **County Landfill** only upon the transferee assuming **BFI**'s responsibilities under this **Agreement** and posting replacement **Security** acceptable to the County.

5.2 Modification or Waiver of this Agreement. This **Agreement** is intended by the **Parties** hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and, together with the terms of the **Security**, is intended as a complete and exclusive statement thereof. No modification or waiver of any provision of this **Agreement** shall be effective unless the same shall be in writing and signed by the **County** and **BFI**. Any modification or waiver referred to in this Section 5.2 shall be effective only in the specific instance and for the specific purposes for which given.

5.3 No Waiver of Rights by the County; Cumulative Rights. No course of dealing or failure or delay on the part of the **County** in exercising any right, power or privilege hereunder shall preclude any other or further exercise or the exercise of any right, power or privilege. The **County's** remedies under this

Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the **County** may be lawfully entitled.

5.4 Severability. In case any one or more of the provisions contained in this **Agreement** should be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5.5 Governing Law. This **Agreement** shall be construed in accordance with and governed by the substantive laws, and not the conflicts of laws, of the State of California.

5.6 Dispute Resolution; Attorneys' Fees. The parties agree that any disputes arising out of or related in any way to this **Agreement**, including a breach of this **Agreement**, shall be filed exclusively in the state courts in Los Angeles County, California. The parties consent and agree to the jurisdiction of such courts. Neither party will argue or contend that it is not subject to the jurisdiction of such courts or that venue in Los Angeles County, California is improper. The parties agree to waive any right to a trial by jury in any such dispute and that the matter will be tried solely to the court. The parties understand that they are giving up valuable legal rights under this provision, including the right to trial by jury, and that they voluntarily and knowingly waive those rights.

5.7 Notices. All notices and communications hereunder shall be given by hand delivery, with a receipt being obtained therefore, or by United States certified or registered mail. Notices and communications hereunder shall be effective when received and shall be sent to the following addresses (or to such other addresses of such either Party hereto notify the other Party in accordance herewith):

If to **County**, to: County of Los Angeles
Department of Public Works
900 South Fremont Avenue, 12th Floor
Alhambra, California 91803
Attention: Administration

with copies to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Public Works Division

County of Los Angeles
Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, California 90012
Attention: Administrative Services

If to **BFI**, to: Browning-Ferris Industries of
 California, Inc.
 14747 San Fernando Road
 Sylmar, California 91342
 Attention: Mr. David Hauser

with copies to: Allied Waste Industries, Inc.
 18500 North Allied Way
 Phoenix, Arizona 85054
 Attention: General Counsel

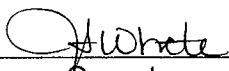
5.8 Further Instruments. From time to time, the **Parties** hereto shall each execute and deliver in recordable form, if necessary, such further instruments and shall take such other action as the other **Party** reasonably may request in order to discharge and perform their respective covenants and obligations under this **Agreement**.

5.9 No Third-Party Beneficiaries. This **Agreement** is made exclusively for the benefit and solely for the protection of the **County** and **BFI**, and no other person or persons shall have the right to enforce the provisions hereof by action or legal proceedings or otherwise. The only **Parties** to this **Agreement** are the **County** and **BFI** and their respective successors-in-interest. There are no third party beneficiaries.

5.10 Definitions. Unless otherwise defined in this **Agreement**, all terms used shall be as defined in the **RCUP**.

IN WITNESS WHEREOF, the Parties hereto have caused this respective officers thereunto authorized as of the date first above written.

BROWNING-FERRIS INDUSTRIES OF
CALIFORNIA, INC.



Operator

By: _____

Title

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 

Deputy

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, Assistant Secretary of Browning-Ferris Industries of California, Inc., a California corporation (the "Corporation"), does hereby certify on behalf of the Corporation, that Jo Lynn White is a duly elected Secretary of the Corporation, that in such capacity she can exercise such power and perform such duties as usually accompanies such office, and implicit in such power is the authority to execute a Secured Indemnification Agreement with the County of Los Angeles, a subdivision of the State of California, and that there is no current intention to remove her from such office.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 30th day of August, 2007.

Connie J. Gecich
Connie J. Gecich
Assistant Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 30th day of August, 2007, before me, the undersigned Notary Public, personally appeared CONNIE J. GECICH, who acknowledged that she executed the foregoing instrument in her capacity as an Assistant Secretary of BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC., a California corporation, for the purposes therein contained.

Susanne A. Webb
Notary Public

My Commission Expires: 9/17/08



Notary Public State of Arizona
Maricopa County
Susanne A Webb
Expires September 17 2008

SUNSHINE CANYON COUNTY LANDFILL

FRACTIONAL SECTIONS 23 AND 24, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND TRACT NO. 9423, IN SAID COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 133 PAGES 30 TO 33 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2" BRASS DISK MARKING THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27 OF SAID TOWNSHIP AND RANGE, AS SAID CORNER IS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5390, SHEET 1 OF 3 SHEETS;

THENCE S. 89° 38' 44" E., ALONG THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 2639.62 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 23 AND 26;

THENCE N. 00° 17' 50" E. ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 23, A DISTANCE OF 1317.01 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE N. 89° 34' 27" W. ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 674.12 FEET AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;

THENCE N. 49° 03' 15" W., A DISTANCE OF 413.69 FEET;

THENCE N. 26° 28' 18" W., A DISTANCE OF 110.56 FEET;

THENCE N. 15° 14' 27" E., A DISTANCE OF 171.83 FEET;

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THENCE N. 39° 04' 33" E., A DISTANCE OF 195.07 FEET;

THENCE N. 80° 06' 22" E., A DISTANCE OF 224.86 FEET TO THE BEGINNING OF A
CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 185.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 120° 45' 59",
AN ARC DISTANCE OF 389.94 FEET;

THENCE N. 40° 39' 36" W., A DISTANCE OF 152.17 FEET;

THENCE N. 63° 35' 07" W., A DISTANCE OF 150.13 FEET;

THENCE N. 28° 21' 57" W., A DISTANCE OF 234.74 FEET;

THENCE N. 48° 50' 47" W., A DISTANCE OF 284.91 FEET;

THENCE N. 11° 22' 12" W., A DISTANCE OF 256.59 FEET;

THENCE N. 03° 45' 06" E., A DISTANCE OF 195.01 FEET;

THENCE N. 13° 13' 52" W., A DISTANCE OF 157.30 FEET;

THENCE S. 78° 41' 25" W., A DISTANCE OF 111.54 FEET;

THENCE N. 00° 41' 40" E., A DISTANCE OF 75.20 FEET;

THENCE N. 23° 42' 41" W., A DISTANCE OF 274.25 FEET;

THENCE N. 04° 23' 07" W., A DISTANCE OF 149.00 FEET;

THENCE N. 08° 52' 51" E., A DISTANCE OF 103.32 FEET;

THENCE N. 36° 52' 13" W., A DISTANCE OF 148.11 FEET;

THENCE N. 00° 28' 18" W., A DISTANCE OF 221.49 FEET;

THENCE N. 86° 35' 27" E., A DISTANCE OF 107.28 FEET;

THENCE N. 19° 26' 57" W., A DISTANCE OF 162.87 FEET;

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THENCE N. 19° 07' 32" E., A DISTANCE OF 119.62 FEET;

THENCE N. 74° 44' 42" W., A DISTANCE OF 109.12 FEET;

THENCE N. 07° 42' 03" E., A DISTANCE OF 146.24 FEET;

THENCE S. 79° 08' 22" E., A DISTANCE OF 159.63 FEET;

THENCE N. 51° 59' 20" W., A DISTANCE OF 352.25 FEET;

THENCE N. 01° 56' 19" E., A DISTANCE OF 148.19 FEET;

THENCE N. 52° 27' 11" E., A DISTANCE OF 133.37 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, AND THE END OF THE HEREIN DESCRIBED LINE, LAST SAID POINT BEARS S. 89° 32' 44" E. ALONG SAID NORTH LINE, A DISTANCE OF 1159.38 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 OF SAID TOWNSHIP AND RANGE, FROM WHICH A 2 1/2" BRASS CAP MARKED "W.C." TO SECTION CORNER COMMON TO SAID SECTIONS 14, 15, 22 AND 23 BEARS N. 03° 07' 12" W., A DISTANCE OF 66.02 FEET, AS SAID COMMON CORNER AND BRASS CAP ARE SHOWN ON SAID COUNTY SURVEYOR'S MAP NO. B-5390, SHEET 1 OF 3 SHEETS.

ALSO EXCEPT THEREFROM THOSE PORTIONS OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2" BRASS DISK MARKING THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24, OF SAID TOWNSHIP AND RANGE, AS SAID CORNER AND BRASS DISK IS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5390, SHEET 1 OF 3 SHEETS;

THENCE S. 89° 56' 47" E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 927.53 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 4 IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 24, 1968 AS INSTRUMENT NO. 429 OF OFFICIAL RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;

THENCE ALONG THE BOUNDARIES OF THE CERTAIN PARCEL OF LAND DESCRIBED IN SAID PARCEL 4 IN SAID DEED TO THE STATE OF CALIFORNIA, THE

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FOLLOWING COURSES AND DISTANCES, S. 12° 18' 19" E., A DISTANCE OF 185.58 FEET;

THENCE N. 82° 00' 08" E., A DISTANCE OF 262.49 FEET;

THENCE S. 15° 59' 59" E., A DISTANCE OF 240.83 FEET;

THENCE N. 86° 56' 04" E., A DISTANCE OF 200.23 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DEED TO GEORGIA W. BROWN, RECORDED FEBRUARY 2, 1973 AS INSTRUMENT NO. 2512 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE BOUNDARIES OF SAID LAND OF BROWN, THE FOLLOWING COURSES AND DISTANCES, S. 61° 49' 02" E., A DISTANCE OF 53.54 FEET;

THENCE S. 02° 14' 10" W., A DISTANCE OF 122.13 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "N. 61° 51' 32" W., A DISTANCE OF 496.48 FEET" IN PARCEL 3 IN LAST SAID DEED TO THE STATE OF CALIFORNIA;

THENCE ALONG SAID CERTAIN COURSE S. 62° 02' 40" E., A DISTANCE OF 270.02 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 79 OF TRACT NO. 9423, AS PER BOOK 133, PAGES 30 THROUGH 33 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 79, S. 37° 26' 05" W., A DISTANCE OF 37.66 FEET TO THE MOST WESTERLY CORNER OF LOT 69 OF SAID TRACT NO. 9423, LAST SAID POINT ALSO BEING IN THE NORTHEASTERLY LINE OF LOT 87 OF SAID TRACT NO. 9423;

THENCE S. 61° 48' 55" E., ALONG SAID NORTHEASTERLY LINE AND ALONG THE SOUTHWESTERLY LINE OF LOT 69 OF SAID TRACT NO. 9423, 167.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT BEARS S. 86° 32' 02" W.;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 100° 20' 32", AN ARC DISTANCE OF 35.03 FEET;

THENCE S. 46° 18' 53" E., ALONG LAST SAID NORTHEASTERLY LINE OF LOT 87 AND

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ALONG THE SOUTHWESTERLY LINE OF LOT 68 OF SAID TRACT NO. 9423, A DISTANCE OF 92.21 FEET TO THE SOUTHWESTERLY LINE OF SAID CERTAIN PARCEL OF LAND DESCRIBED IN SAID PARCEL 3;

THENCE ALONG LAST SAID SOUTHWESTERLY LINE S. 10° 54' 18" E., A DISTANCE OF 122.61 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY, S. 86° 44' 59" E., A DISTANCE OF 83.00 FEET TO THE WESTERLY LINE OF LOT 56 OF SAID TRACT NO. 9423;

THENCE S. 21° 43' 29" E., ALONG SAID WESTERLY LINE OF LOT 56, A DISTANCE OF 95.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 56;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 56, N. 75° 41' 49" E., A DISTANCE OF 161.78 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO GEORGIA W. BROWN, RECORDED MARCH 28, 1973 AS INSTRUMENT NO. 4544 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE SOUTHWESTERLY LINE, AND ITS NORTHWESTERLY PROLONGATION, OF SAID PARCEL 2 IN SAID DEED TO THE STATE OF CALIFORNIA, THE FOLLOWING COURSES AND DISTANCES, S. 32° 01' 51" E., A DISTANCE OF 239.64 FEET;

THENCE S. 48° 55' 45" E., A DISTANCE OF 233.33 FEET;

THENCE S. 01° 32' 02" W., A DISTANCE OF 123.97 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 8, 1969 IN BOOK D-4439, PAGE 497 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHWESTERLY LINE, S. 22° 07' 01" W., A DISTANCE OF 312.79 FEET;

THENCE S. 44° 38' 24" E., A DISTANCE OF 179.54 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 2 IN SAID DEED TO THE STATE OF CALIFORNIA;

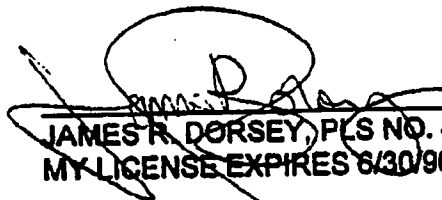
THENCE S. 29° 13' 33" E., ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 110.53 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, S. 78° 02' 49" E., A DISTANCE OF 260.23 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE RANCHO EX MISSION DE SAN FERNANDO AND THE END OF THE HEREIN DESCRIBED LINE, LAST SAID NORTHWESTERLY LINE BEING THE COMMON BOUNDARY LINE BETWEEN THE COUNTY OF LOS ANGELES WITH THE CITY OF LOS ANGELES, LAST SAID POINT BEARS N. 47° 38' 40" E., ALONG LAST SAID NORTHWESTERLY LINE, A DISTANCE OF 3932.45 FEET FROM A 2 1/2" BRASS DISK MARKING THE SECTION CORNER COMMON TO FRACTIONAL SECTIONS 23 AND 24 WITH SAID NORTHWESTERLY LINE, AS SAID COMMON SECTION CORNER AND NORTHWESTERLY LINE ARE SHOWN ON COUNTY SURVEYOR'S MAP B-2666, SHEET A1 OF SHEET A3.

ALSO EXCEPT THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 23.

CONTAINING 607.998 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION
PREPARED BY:


JAMES R. DORSEY, PLS NO. 4253
MY LICENSE EXPIRES 6/30/96



**IMPLEMENTATION AND MONITORING PROGRAM
PROJECT NUMBER 00-194-(5)
SUNSHINE CANYON LANDFILL EXPANSION
Attachment to the Conditions of Grant for
Conditional Use Permit Number 00-194-(5)**

PURPOSE. This implementation and monitoring program ("IMP") is intended to implement and ensure compliance with the conditions of this grant and to complement the enforcement and monitoring programs routinely administered by County¹ agencies and non-county public agencies.

PART I - LANDFILL ELEVATIONS. The following measures shall be carried out to monitor compliance with Conditions Nos. 2, 7, 17, 18, 23, 32, 35, and 36 of this grant, which establish the Limits of Fill.

- A. Before commencing expansion of the Landfill beyond the limits established by Conditional Use Permit 86-312-(5), the Permittee shall install survey monuments around the perimeter of the Landfill, as depicted on Exhibit "A-1" and Exhibit "A-2," and as established by the limits of Condition No. 18.

The specific spacing, location, and characteristics of the survey monuments shall be as specified by the Director of Public Works and shall be at points where they will not be subject to disturbance of Landfill development.

The survey monuments shall be inspected and approved by the Director of Public Works after installation, and the "as installed" plan shall be provided to DPH-SWMP and to the Director of the Department.

Not less than 60 nor more than 90 days before the deadline for the annual monitoring report required by Part X of this IMP, the Permittee shall cause a licensed surveyor or registered civil engineer to conduct a survey of the Landfill's elevations and submit the results to the Director of Public Works for approval. Additional elevation surveys shall also be conducted by either of these professionals under the following circumstances: 1) in the event of an earthquake of magnitude (Richter) 5.0 or greater in the vicinity of the Facility; 2) as directed by the Director of Public Works or the DPH-SWMP; or 3) upon completion of the Landfill's final fill design.

The Director of Public Works may also conduct or order on-site surveys as he or she deems necessary and shall promptly report any apparent violation revealed by the survey to the Director of the Department and the DPH-SWMP.

¹ Unless otherwise defined in this IMP, defined terms herein shall have the same meaning as in the Conditions of Approval for this grant.

- B. If the Director of Public Works approves grading or other disturbance in areas outside the Limits of Fill shown on Exhibit "A-1" and/or Exhibit "A-2" pursuant to Condition No. 35 of this grant, the Director shall refer a copy of such approval to the Director of the Department and the DPH-SWMP.

PART II – WASTE PLAN CONFORMANCE. The provisions of this Part II are intended to ensure compliance with the provisions of Condition Nos. 21, 22, 23, 24 and 25 of this grant, and to conform Landfill operations with the Los Angeles County Countywide Integrated Waste Management Plan adopted pursuant to Division 30 of the Public Resources Code.

- A. The Permittee shall ensure the proper installation and maintenance of scales to verify the weight of Solid Waste received, disposed of, used for Beneficial Use Materials at the Facility, and/or otherwise diverted and sent off-site for further handling and/or processing. The Permittee shall maintain records necessary to document the following: (1) the aforementioned weights; (2) compliance with waste restrictions imposed pursuant to the conditions of this grant; and (3) the fees charged for disposal at the Facility.
- B. All records shall be available for inspection by the DPH-SWMP, the Department of Public Works, the Department, and the Treasurer and Tax Collector during normal business hours, and shall be forwarded to such agencies upon request.

PART III – WASTE ORIGIN DATA ACCURACY. The provisions of this Part III are intended to ensure compliance with the provisions of Condition 22 of this grant. The Permittee shall adopt measures at the Facility to ensure the accuracy of the Solid Waste quantity allocated to County unincorporated areas. These measures shall apply to those customers of the Permittee who identify the source or origin of all or a portion of their waste loads as County unincorporated area, and shall become effective within 90 days after the Effective Date. Under these measures:

- A. The Permittee shall require written and verifiable documentation on source jurisdiction(s) and site address(es) where the Solid Waste is generated for loads from waste hauling industry customers ("Direct Haul Loads"), and written and verifiable documentation on source jurisdiction(s) for loads from transfer/processing facilities ("Transfer/Processing Loads"), the documentation of which shall be in a form developed by the Department of Public Works and distributed by the Permittee to its customers;
- B. The Permittee shall exempt from such documentation all customers tendering a minimum load, defined as a load having a net weight of less than one ton. However, such customers shall continue to verbally state the source of their loads;

- C. The Permittee shall investigate and verify the accuracy of all documentation provided for Direct Haul Loads;
- D. The Permittee shall forward all documentation for Transfer/Processing Loads to the Department of Public Works for review and verification;
- E. The Permittee shall forward all documentation for Direct Haul Loads from Solid Waste enterprises/waste haulers owned and operated by the Permittee or its subsidiaries to the Department of Public Works for review and verification;
- F. The Permittee shall impose a fee in an amount to be formulated by the Permittee in consultation with the Department of Public Works on Direct Haul Loads and self-haul loads that are tendered at the Facility without the required written documentation. The fee shall be non-refundable and shall offset the Permittee's cost to track non-complying loads and to follow-up with the customers involved;
- G. If the Director of Public Works determines that a Solid Waste enterprise, waste hauler, and/or Transfer/Processing operator has failed to substantiate the origin of the Solid Waste that was reported to have originated in County unincorporated area, the Director shall notify and direct the Permittee to impose a non-refundable penalty of \$5.00 per ton, based on all Solid Waste tonnage allocated to the County unincorporated area by the solid waste enterprise, waste hauler, or Transfer/Processing operator for that reporting period, which reporting period shall not exceed one month. The Permittee shall be responsible for collecting the fine and submitting it to the Department of Public Works within 60 days following such notification. The fines received by the Department of Public Works shall offset the cost of administering the waste origin verification program and of implementing other programs to mitigate the damages the County incurred under the California Integrated Waste Management Act of 1989, as amended, from such misallocation;
- H. Unless otherwise approved by the Director of Public Works, the Permittee shall suspend the disposal privileges of customers who fail to provide the written documentation required by this Part III within 14 calendar days following the tendering of an applicable load at the Facility, or of those customers who provide false, misleading, or inaccurate written documentation. Each suspension shall last up to 60 days;
- I. The Permittee shall extend the suspension period set forth above and shall possibly terminate the customer's disposal privileges for Transfer/Processing operators or waste haulers that repeatedly fail to substantiate the origin of their waste loads as required in this Part III, or who fail to pay the required penalties; and

- J. The Permittee shall provide a procedure for its customers to appeal the suspension to the Permittee, the Director of Public Works, or their designees, pursuant to this Part III and for immediate reinstatement of such privileges if the appeal is successful; and
- K. If the Permittee or the Director of Public Works determines that the origin of a waste load has been incorrectly reported, the Permittee shall correct the data submitted to the disposal reporting system to ensure its accuracy.

Prior to the implementation of the above measures, the Permittee shall, subject to the approval of the Director of Public Works, develop a waste origin verification and reporting program to include, but not be limited to, an outreach program to educate all customers of the Facility regarding the need to provide waste origin information, the requirements of the measures adopted pursuant to this Part III, and an explanation of the consequences for failure to comply with the measures. After the effective date of the adopted measures, the Permittee shall provide a 90-day grace period to its customers prior to taking any enforcement action to provide time for customer education on these measures. Based on the initial results obtained from the verification and reporting program, these measures may be amended or modified by the Director of Public Works. The Director of Public Works shall have the discretion to terminate the verification and reporting program at any time.

Twice monthly, the Permittee shall submit the results of the verification and reporting program to the Director of Public Works, along with any other written documentation on the waste load transactions at the Facility.

PART IV – HAZARDOUS WASTE EXCLUSION. This Part IV ensures compliance with Condition No. 28 of this grant regarding the exclusion of liquid, radioactive and hazardous waste from the Facility.

The Permittee shall maintain a comprehensive waste load checking program which shall require that:

- A. All waste hauling vehicles shall be screened at the scales with a radiation detector device, acceptable to the DPH-SWMP, for the presence of radioactive materials;
- B. Sensors capable of detecting volatile organic compounds acceptable to the DPH-SWMP shall be available at the Facility and used as directed by the DPH-SWMP;
- C. The scale operator shall question all drivers of suspect loads as to the source and nature of the loads, and shall inspect for contamination all large loads of earth brought into the Facility from areas not known to be free of contamination;

- D. The Landfill's Working Face areas shall be continuously inspected for hazardous and liquid waste, medical waste, and radioactive waste/materials. This inspection shall be accomplished by equipment operators and spotters who have been trained through an inspection program approved by the DPH-SWMP;
- E. Unless otherwise specified by DPH-SWMP, the Permittee shall conduct at least six manual inspections of randomly selected incoming Refuse loads each operating day, for a minimum of 36 inspections per week. In addition, the Permittee shall conduct a series of twelve, intensive unannounced manual inspections of Refuse loads over a twelve-month period during the life of this grant; and
- F. If on the basis of above-described inspections, the DPH-SWMP determines that significant amounts of prohibited waste are entering the Facility, the DPH-SWMP may require an expanded inspection program, which may include additional, unannounced manual inspections.

PART V – INDEMNIFICATION AGREEMENT. Prior to the Effective Date, the Permittee shall enter into an agreement with the County indemnifying the County for any damages to public property which may result from Landfill operations and for any expenses which may be incurred by the County in performing any on- and/or off-site remedial work necessitated by the Permittee's failure to operate or maintain the Facility at a level acceptable to the Director of Public Works or the County LEA, or for the Permittee's failure to perform any of this work in a timely manner. The work covered by this indemnification shall include, but not be limited to, work related to the Environmental Protection and Control Systems, litter and dust control, noise control, vector control, and maintenance of slopes. The standards for operation and maintenance shall be as established by the provisions of this grant and all applicable laws and implementing regulations.

To secure performance of the agreement, the Permittee shall tender to the Director of Public Works a letter of credit or other security acceptable to the County in the amount of \$10 million.

The security shall be in addition to any and all other security required by federal, state and local law, regulations and permits, including the security requirements of this grant and of the State landfill closure regulations.

PART VI - BIOLOGICAL/HORTICULTURAL MONITORING. This Part VI is intended to promote compliance with the provisions of Condition Nos. 44 and 45 of this grant concerning on-site planting, revegetation, and maintenance.

- A. Before using this grant, the Permittee shall retain a horticulture/forester consultant to supervise the on- and off-site slope planting and oak tree mitigation programs required by this grant and this IMP. The consultant shall be approved by the County Forester.

This consultant shall have the requisite education, training, experience, and professional standing to carry out the specific requirements of the position, as evidenced by appropriate licensing, registration and/or academic standing in the field of horticulture/forestry.

- B. In addition to the horticulture/forester consultant, prior to using this grant, the Permittee shall retain the services of a biology consultant, whose duties shall include: (a) the periodic review of any updated listings of threatened and endangered species contained in the Federal Register for purposes of determining whether species existing at the Facility have been re-classified with a "Category 1" status; and (b) participating in the revegetation program adopted for the Landfill.

This consultant shall have the requisite education, training, experience and professional standing to carry out the specific requirements of the position, as evidenced by appropriate licensing, registration and/or academic standing in the field of biology.

- C. If any retained consultant pursuant to this Part VI terminates employment at any time during the life of this grant, including during the Post Closure Maintenance Period, a replacement consultant shall be retained and approved as provided in this Part.

The Permittee shall create and maintain adequate records to track fill areas in accordance with the California Regional Water Quality Control Board requirements. These records shall indicate fill areas transferred to an inactive status which are potentially subject to the vegetation requirements in Condition Nos. 44 and 45. The Permittee shall make copies of such records available to the horticulture/forester consultant, the County LEA, the County Forester and other interested regulatory agencies, when a Landfill area becomes inactive.

PART VII – ARCHEOLOGICAL/PALEONTOLOGICAL MONITORING. The Permittee shall implement the monitoring program described in this Part VII to conserve archaeological and paleontological resources as required by Condition No. 62 of this grant.

- A. Before commencing grading activities in previously undisturbed areas, the Permittee shall nominate to the Director of the Department, both a certified archaeologist and a qualified paleontologist from the Society of Professional Archaeologists which the Permittee intends to retain to perform the monitoring and conservation work required by this Part VII and Condition No. 62 of this grant. If approved by the Director of the Department, the archaeologist and paleontologist shall both submit a letter to the Director stating that he/she has been retained to perform or supervise the work described herein, and that he/she agrees to report any failure of compliance with this grant or this Part VII to the Director.

- B. The archaeologist and the paleontologist shall each submit a written report to the Permittee to be included in the Permittee's annual monitoring report required by Part X of this IMP for as long as on-site excavation activity continues at the Facility, or upon the respective expert's termination of employment, in which case the report shall be submitted to the Director of the Department.
- C. If either the archaeologist or paleontologist terminates employment before completion of the excavation work associated with the Facility, a replacement expert shall be selected, approved, retained and certified as described in this Part VII.

PART VIII – ANCILLARY FACILITIES. This Part VIII is intended to enhance compliance with Condition No. 2 of this grant concerning the Ancillary Facilities at the Facility, and to verify that such Ancillary Facilities are consistent with the other conditions of this grant and with the provisions of Title 22 of the Los Angeles County Code ("County Zoning Ordinance").

Before commencing development or obtaining a building permit for any Ancillary Facility, the Permittee shall submit to the Director of the Department a site plan for such Ancillary Facility. The plan shall be in sufficient detail to establish compliance with the conditions of this grant and with the standards of the County Zoning Ordinance, including the provisions relating to the development and maintenance of parking, screening and signs, as set forth in Chapter 52 of the County Zoning Ordinance.

PART IX – COMMUNITY ADVISORY COMMITTEE. The Community Advisory Committee ("CAC"), appointed by the Board, shall continue to serve as a liaison between the Permittee and the community, and as a conduit for the community to communicate with the Commission and other regulatory agencies on an ongoing basis regarding issues involving the development and operation of the Facility. The CAC shall be composed of persons who reside in the vicinity of the Facility and who are recommended by recognized community and neighborhood associations. The respective Board members in whose district the Facility is located, and whose district the Facility is most nearly adjacent (i.e., the Third and Fifth Supervisorial Districts), shall each appoint a representative to serve as coordinators for the CAC and shall nominate committee members.

For the life of this grant, the Permittee shall continue to do the following regarding the CAC:

- A. Provide qualified personnel to regularly attend CAC meetings;
- B. Provide the CAC reasonable access to the Facility and information concerning Landfill operations necessary for the CAC to perform its functions;

- C. Provide accommodations for CAC meetings; and
- D. Provide funding, not to exceed \$20,000 per annum, for the CAC to retain independent consultants for CAC-related matters; provided that all consultants shall have the requisite education, training, and experience to undertake the work and shall have no conflict of interest with the Permittee or any member of the CAC.

The CAC shall be provided access to all reports submitted by the Permittee to any and all regulatory agencies required under this grant, including the annual monitoring report required by Part X of this IMP. The Permittee shall also consult the CAC on planning matters that could affect the physical development or future use of the Facility.

PART X – MONITORING REPORTS. This Part X is intended to enhance the continuing oversight of Landfill operations and to supplement the routine enforcement activities of the various regulatory agencies having jurisdiction over the development, operation, and maintenance of the Facility.

- A. By June 1 of each year until the Landfill's Closure, the Permittee shall prepare and submit annual monitoring reports to the Commission. At least 60 days prior to that date, draft copies of the report shall be submitted to the following entities for review and comment:
 - 1. DPH-SWMP;
 - 2. Director of the Department;
 - 3. Director of Public Works;
 - 4. Los Angeles County Forester and Fire Warden;
 - 5. Regional Water Quality Control Board-Los Angeles Region;
 - 6. South Coast Air Quality Management District;
 - 7. County Museum of Natural History; and
 - 8. Community Advisory Committee;

The draft submittal to the above-referenced entities shall include a request that comments be sent to the Permittee within 30 days of receipt of the draft report, but no later than 15 days prior to the deadline for the final report. The Permittee shall provide documentation to the Director of the Department that the draft reports have been submitted to these entities.

The Permittee shall respond to each comment received by these entities and shall include every comment and response with the final report submitted to the Commission and the Technical Advisory Committee, as described in Part XII of this IMP. A copy of the final report shall be provided to the local county library and posted on the Permittee's website.

Upon receipt of the monitoring report, the Commission may request the Permittee to submit additional information as it deems necessary to carry out the purposes of this IMP.

B. Each monitoring report shall contain, at a minimum, the following:

1. A cumulative total of all Solid Waste disposed of at the Landfill (i.e. City, County, and/or combined City/County portions), the percent of total available capacity used, the remaining disposal capacity in volume and in tons, and a detailed site map/plan showing the sequence of Landfill operations;
2. A copy (which may be reduced and simplified to fit the report format) of the most recent approved Landfill survey (as required in Part I of this IMP) showing the Limits of the Fill and the height and extent of the current fill;
3. The achieved ratio of weight to volume of Solid Waste disposed of at the Landfill and a comparison of that ratio with the ratio achieved at comparable landfills in the County, with an explanation of any significant deviation;
4. A summary of the rates (quantity per month) of Solid Waste received, disposed of, used for Beneficial Use Materials at the Facility, and/or otherwise diverted and/or sent off-site for further handling/processing, for the period established by the Director of Public Works, or from the last monitoring report, in sufficient detail to explain significant changes and variations of the rates over time;
5. A summary of the measures taken by the Permittee to divert and recycle materials at the Facility, how the measures compare with waste management plans adopted by the County and various cities, and the overall effectiveness of such measures in achieving the intent of this grant and the County's waste management plans;
6. A summary of the number and character of litter, noise, fugitive dust, and odor complaints received in the reporting period, the disposition of such complaints, and any new or additional measures taken to address or avoid future complaints;

7. A detailed accounting of any and all citations the Facility received from any regulatory agency for violations in operating the Facility (including violations related to litter, odor, fugitive dust, noise, Landfill gas, or other Environmental Protection and Control Systems), the disposition of the citations, and the penalties assessed and fees paid;
8. A report on all interim and final fill revegetation, including an assessment of the success of such revegetation and any additional measures necessary or proposed to effect successful revegetation;
9. The archaeological and paleontological reports required in Part VII;
10. A summary of the measures taken by the Permittee to promote and implement alternative technologies most appropriate for Southern California from an environmental and economic perspective, as required by Condition Nos. 69 and 73 of this grant;
11. A summary of the measures taken by the Permittee to develop transportation improvements in the surrounding areas of the Facility, as required by Condition Nos. 57 and 67 of this grant;
12. A summary of the measures taken by the Permittee to minimize truck traffic at the Facility as required by Condition Nos. 26, 27, 57, 59, 60, 61 of this grant; and
13. A summary of the measures taken by the Permittee to utilize Landfill gas to generate energy at the Facility as required by Condition No. 52 of this grant.

- C. Nothing in this Part X shall be construed in any way to limit the authority of a Hearing Officer, the Commission, or the Board to initiate any proceeding to revoke or modify this grant as provided in Condition No. 11 of this grant or under Part 13, Chapter 56, of the County Zoning Ordinance.

PART XI – COMPENSATION. The Permittee shall compensate all involved County departments for the expenses incurred in the administration of this grant, including the administration of this IMP and the Mitigation Monitoring and Reporting Summary ("MMRS") in the project's supporting environmental documentation, not otherwise covered by the fees paid for administration of the SWFP for the Facility. Such compensation shall be computed using the actual hours expended multiplied by the most current applicable hourly rates available at the time that the expenses are incurred, as approved by the County Auditor-Controller. The expenses of the DPH-SWMP shall include its personnel, equipment, and transportation costs.

PART XII – TECHNICAL ADVISORY COMMITTEE ("TAC"). An ad hoc committee of County departments, chaired by the Director of the Department or his/her designee, shall be established for the purpose of reviewing, coordinating, and certifying the satisfactory implementation and/or completion of the plans, permits, and/or agreements required and/or authorized by this grant, including the implementation and/or completion of the Conditions of Approval, this IMP, and the MMRS.

- A. Composition. The TAC shall be composed of representative(s) of the following County departments, and other County departments on an as-needed basis:
1. DPH/County LEA;
 2. The Department;
 3. The Department of Public Works; and
 4. The Forester and Fire Warden;
- B. Meeting/Purposes. The TAC shall meet at least twice a year to ensure the purposes of the conditions of this grant are satisfied and to ensure compliance with the approvals and regulations of State and Federal agencies that regulate and permit the Facility. One of TAC's annual meetings shall be conducted to review the annual report submitted by the Permittee as required by Part X of this IMP and to certify that all requirements of the conditions of this grant have been met as reflected in the annual report. The TAC shall review specific requests from the CAC regarding compliance with this grant.

In addition to any other TAC requirement of this Part XII, the TAC, upon application of the Permittee, shall determine compliance with this grant: 1) within six months after the Effective Date; 2) prior to the Permittee's development of the City/County Project (excluding final approval of plans, permits and agreements); and/or 3) prior to the Permittee's commencement of the Closure process. The TAC shall meet for this purpose and if all of the conditions and requirements of this grant have been met for purposes of commencing any of these phases of the project, the TAC shall certify compliance.

- C. Access to the Facility and Information. The Permittee shall provide access to the TAC and its independent consultant(s) to all areas of the Facility during normal hours of operation and shall respond to all information requests from the TAC in a timely manner as specified by the TAC regarding compliance with the conditions of this grant and the MMRS.

- D. The Permittee may appeal an adverse determination of the TAC to the Director of the Department, whose decision shall be final.
- E. Upon the effective date of this grant, the TAC shall retain the services of an independent consultant to monitor any and/or all of the Conditions and mitigation measures of this grant for a minimum of five years. After the commencement of City/County Project operations, it is anticipated that a single independent consultant, jointly chosen by the County and City, will monitor the conditions and mitigation measures of this grant and the City Ordinance, pursuant to a Joint LEA Agreement. However, if a single consultant is not retained for the City/County Project, or the City/County Project does not go forward, the Director of the Department, upon recommendation by the TAC, may continue to retain such services of an independent County consultant as necessary throughout the life of this grant. The Permittee shall pay all costs for the independent consultant within 30 days of receiving the invoice for the consultant's services.

Bank of America 

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: APRIL 27, 2007

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 64020320
APPLICANT REFERENCE NUMBER: 0000064020320

ISSUING BANK
BANK OF AMERICA, N.A.
1 FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

BENEFICIARY
DEPARTMENT OF PUBLIC WORKS (DPW)
COUNTY OF LOS ANGELES
900 SOUTH FREMONT AVENUE
ALHAMBRA, CA 91803-1331

APPLICANT
BROWNING FERRIS INDUSTRIES OF
CALIF. INC DBA BFI SUNSHINE CANYON
LANDFILL, 14747 SAN FERNANDO RD.
SYLMAR, CA 91306

ATTN: FISCAL DIVISION CHIEF

AMOUNT
USD 10,000,000.00
TEN MILLION AND 00/100'S US
DOLLARS

EXPIRATION
APRIL 30, 2008
OUR COUNTERS

(P)REFERENCE NUMBER: CONDITIONAL USE PERMIT NUMBER 00-194- 5)

LADIES AND GENTLEMEN:

BY ORDER OF BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC. WE
ARE INSTRUCTED TO OPEN IRREVOCABLE LETTER OF CREDIT IN YOUR
FAVOR FOR US USD10,000,000.00 (TEN MILLION UNITED STATES
DOLLARS).

DOCUMENTS REQUIRED:

WE UNDERTAKE THAT DRAWING UNDER THIS LETTER OF CREDIT WILL BE
HONORED UPON PRESENTATION OF THE BELOW DOCUMENT DRAWN ON BANK OF
AMERICA, N.A. AT ONE FLEET WAY, SCRANTON, PA 18507 ATTN: GLOBAL
TRADE OPERATIONS - STANDBY UNIT. PARTIAL DRAWINGS ON THIS
LETTER OF CREDIT BY THE BENEFICIARY ARE PERMITTED.

ANY CLAIMS UNDER THIS LETTER SHALL BE PRESENTED IN THE FOLLOWING
MANNER:

ORIGINAL



BANK OF AMERICA - CONFIDENTIAL

PAGE: 2

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 64020320

THE COUNTY'S WRITTEN STATEMENT SIGNED BY THE FISCAL DIVISION CHIEF OF THE DEPARTMENT OF PUBLIC WORKS THAT THE AMOUNT OF THIS DRAFT OR A PORTION THEREOF IS DUE AND PAYABLE.

THE ABOVE STATEMENT WILL BE ALL THAT IS REQUIRED TO CERTIFY THAT THE AMOUNT SET FORTH UNDER BANK OF AMERICA, N.A. LETTER OF CREDIT NUMBER 64020320 DATED THIS DATE OR ANY PART THEREOF IS DUE AND PAYABLE TO YOU.

AUTOMATIC EXTENSION:

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY SUCH EXPIRATION DATE WE SHALL NOTIFY THE DEPARTMENT OF PUBLIC WORKS FISCAL DIVISION CHIEF BY REGISTERED LETTER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR SUCH ADDITIONAL ONE (1) YEAR PERIOD. NOTICE HEREUNDER SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN RECEIPT IS ACKNOWLEDGED BY THE DEPARTMENT OF PUBLIC WORKS FISCAL DIVISION CHIEF OR A PERSON ACTING IN SUCH CAPACITY. UPON RECEIPT OF SUCH NOTICE YOU MAY DRAW ON SAID LETTER OF CREDIT.

THIS LETTER OF CREDIT MAY BE RELEASED IN WHOLE OR IN PART AT ANY TIME BY THE COUNTY OF LOS ANGELES UPON OUR RECEIPT OF A WRITTEN NOTICE SIGNED BY THE FISCAL DIVISION CHIEF.

THIS LETTER OF CREDIT IS CONSTRUED IN ACCORDANCE WITH REVISED ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF CALIFORNIA.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

ORIGINAL